SERIAL 09105 ITN   HOSTED CASE MANAGEMENT SYSTEM

DATE OF LAST REVISION: November 19, 2009   CONTRACT END DATE: November 30, 2012

CONTRACT PERIOD THROUGH NOVEMBER 30, 2012

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **HOSTED CASE MANAGEMENT SYSTEM**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **November 19, 2009.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SD/mm
Attach

Copy to: Materials Management
                Pat Vancil, Employee Health Initiatives
                Elizabeth Yaquinto, WMD

CONTRACT PURSUANT TO ITN

SERIAL 09105-ITN

This Contract is entered into this 19th day of November 19, 2009 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Serene Corporation, an California corporation ("Contractor") for the purchase of Claims Management System and Hosting Services.

1.0 CONTRACT TERM:

1.0 This Contract is for a term of Three (3) years, beginning on the 19th day of November, 2009 and ending the 30th day of November, 2012.

1.1 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of Three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 PAYMENTS:

2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A". The monthly hosting and license fee shall be payable after the 60-day trial period expires. The biweekly payment for the implementation of the system shall be based on agreed upon measurable deliverables between both parties. The final implementation payment will be payable 30 days after the go live based on County's acceptance of system.

2.2 Payment shall be made upon the County's receipt of a properly completed invoice.

2.3 INVOICES:

2.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Freight (if applicable)
- Extended price

- Mileage w/rate (if applicable)
- Total Amount Due

2.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

2.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program, if Contractor so elects. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.0 AVAILABILITY OF FUNDS:

3.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

3.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

4.0 DUTIES:

4.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

5.0 TERMS and CONDITIONS:

5.1 INDEMNIFICATION:

5.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

5.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

5.1.3   The scope of this indemnification does not extend to the sole negligence of County.

5.2   INSURANCE REQUIREMENTS:

5.2.1   Contractor, at Contactor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

5.2.2   All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

5.2.3   Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

5.2.4   Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

5.2.5   The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.2.6   County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

5.2.7   The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

5.2.8   The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

5.2.9   Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $1,000,000 for each occurrence, $2,000,000 Products/Completed Operations Aggregate, and $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

5.2.10   Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

5.2.11   Workers' Compensation.

5.2.11.1   Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

5.2.11.2   Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

5.2.12   Errors and Omissions Insurance.

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than $1,000,000 for each claim.

5.2.13   Certificates of Insurance.

5.2.13.1   Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

5.2.13.2   In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

5.2.13.3   If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

5.2.14   Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

5.3   WARRANTY OF SERVICES:

5.3.1   The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

5.3.2   In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services

corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

5.4   INSPECTION OF SERVICES:

5.4.1   The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

5.4.2   County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

5.4.3   If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at on increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:

5.4.3.1   Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

5.4.3.2   Reduce the Contract price to reflect the reduced value of the services performed.

5.4.4   If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

5.4.4.1   By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or

5.4.4.2   Terminate the Contract for default.

5.5   NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Serene Corporation
Vice President, CRM Practice
3211 Scott Blvd. Suite 201
Santa Clara, CA. 95051

5.6   REQUIREMENTS CONTRACT:

5.6.1   Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will

be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a written notice to proceed.

5.6.2   County reserves the right to cancel notice to proceed within a reasonable period of time after issuance. Should a notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits or performance of services prior to issuance of a notice to proceed.

5.7   TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

5.8   TERMINATION FOR DEFAULT:

5.8.1   In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

5.8.2   Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

5.8.3   The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

5.8.4   The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

5.9   STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

5.10   OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

5.11   ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

5.12   RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

5.13   SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

5.14   AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

5.15   RETENTION OF RECORDS:

5.15.1   The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

5.15.2   If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

5.16   AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

5.17   ALTERNATIVE DISPUTE RESOLUTION:

5.17.1   After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts.

If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

5.17.1.1   Render a decision;

5.17.1.2   Notify the parties that the exhibits are available for retrieval; and

5.17.1.3   Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

5.17.2   Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

5.17.3   Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

5.18   SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

5.19   RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

5.20   INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

5.21   VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

5.21.1   By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system. I-9 forms are available for download at USCIS.GOV.

5.21.2   The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

5.22   VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

5.22.1   By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran.   The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

5.22.2   The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

5.23   CONTRACTOR LICENSE REQUIREMENT:

5.23.1   The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

5.23.2   Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to posses the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

5.24   CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

5.24.1   The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

5.24.2   are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

5.24.2.1   have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

5.24.2.2   are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

5.24.2.3   have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

        5.24.2.3.1   Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

        5.24.2.3.2   The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

5.25   PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

5.26   GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

5.27   INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

5.27.1   Exhibit A, Pricing;

5.27.2   Exhibit B, Scope of Work;

5.27.3   Exhibit B-1 Response Matrix

5.27.4   Exhibit C-Contractor Travel and Per Diem Policy

5.27.5   Exhibit D-Oracle User Agreement

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

_____
AUTHORIZED SIGNATURE

_____
PRINTED NAME AND TITLE

_____
ADDRESS

_____
DATE

MARICOPA COUNTY

_____   _____
CHIEF PURCHASING OFFICER   DATE

APPROVED AS TO FORM:

_____   _____
LEGAL COUNCIL   DATE

EXHIBIT A
PRICING

SERIAL 09105-ITN
PRICING SHEET NIGP 94802

BIDDER NAME:	Serene Corporation
F.I.D./VENDOR #:	W000016349
BIDDER ADDRESS:	3211 Scott Blvd #201, Santa Clara, CA 95051
P.O. ADDRESS:	
BIDDER PHONE #:	408-986-8544
BIDDER FAX #:	408-884-2231
COMPANY WEB SITE:	www.serenecorp.com
COMPANY CONTACT (REP):	Niken Patel
E-MAIL ADDRESS (REP):	npatel@serenecorp.com

PAYMENT TERMS:
NET 30

1.0 PRICING:

 - The application will be provided to County as a SaaS (software as a service). The application is hosted by Oracle and the Contractor is reselling Oracle's licenses to the County.
-Pricing includes integration of CRM OD with ADP. The County will be required to provide hardware to host the integration. Any changes needed on the ADP application side will be the responsibility of the County.

1.0 Case Management	Year 1	Year 2	Year 3	3 Year Total	
					Biweekly Billing (Time & Materials plus Travel)
1.1 Implementation Fee (NOT TO EXCEED) for 10 licenses	$ 61,000	NA	NA	$ 61,000	
1.2 Annual Hosting and Licensing Fee	$ 6,720	$ 6,720	$ 6,720	$ 20,160	Monthly Billing
1.3 Partner Relationship Management (PRM) License Fee Per User Per Month	$ 20	$ 20	$ 20		
1.4 ADDITIONAL SUPPORT HOURS					
120 HOURS FOR 3 MONTHS	$ 13,200	NA	NA		
180 HOURS FOR 9 MONTHS	$ 18,900	NA	NA		
1.5 ADDITIONAL WORK OUTSIDE IMPLEMENTATION SCOPE	$ 125	$ 125	$ 125		
1.6 ADDITIONAL LICENSE FEE PER USER PER MONTH	$ 56	$ 56	$ 56		

Assuming a project start date of 11/30/09 (Mon)

No.	Date	Milestone	Payment	
1	12/13/2009	Reqts Completed	12,200	20%
2	12/27/2009	Design Completed	12,200	20%
3	1/10/2010	Development/Unit Testing Completed	18,300	30%
4	1/18/2010	Application Delivered, Training Completed	18,300	30%
			61,000	100%

EXHIBIT B

1.0   *Solution Overview*

The following is a high level summary of the benefits of the proposed solution. The technical requirements of the proposed system are listed in Exhibit B-1.

1.0.1   Employee Tracking:
1.0.1.1   Track Employee information in CRM On Demand
1.0.1.2   Integrate solution with ADP to automatically track insert / update / inactivate employees based on on-boarding and off-boarding
1.0.1.3   View all cases associated with an employee
1.0.1.4   View all activities performed by the Helpdesk that resulted in an employee touch point
1.0.2   Case Management:
1.0.2.1   Track different types of help requests raised by employees
1.0.2.2   Track the channel (email, phone, Web etc.) the request was raised through
1.0.2.3   Track notes, activities and resolution path based on the type of Service Request
1.0.2.4   Track ownership, history of actions on the Service Request and audit trail
1.0.2.5   Flexible reporting on open and closed cases
1.0.2.6   Track first call resolution, time to resolve and performance against SLA
1.0.2.7   Automated Service Request Assignment rules to assign SRs to users or specific queues
1.0.3   Solutions Management
1.0.3.1   Users shall have the ability to manage Solutions on typical issues, FAQs etc.
1.0.3.2   Solutions can be associated with Cases as necessary.
1.0.4   Flexible Administration and Reporting
1.0.4.1   CRM On Demand provides a browser based administration interface. Changes can be made by non technical users in real time.
1.0.4.2   CRM On Demand provides a host of out of the box reports to manage cases. Additional reports shall be easily generated in an ad-hoc fashion.
1.0.5   Integration with Microsoft Outlook and Microsoft Word
1.0.6   The CRM On Demand application shall be highly integrated with Microsoft Outlook & Word out of the box. Capabilities shall include the following:
1.0.6.1   A desktop plug-in for MS Outlook that enables users to send emails from CRM On Demand and associates the email as an activity record in CRM On Demand and other entities like contacts/employees in the application. This enables tracking of all interactions and reporting against them in CRM On Demand.
1.0.6.2   PIM Synch feature of CRM On Demand ensures the one time and ongoing migration of Microsoft Outlook contacts and tasks within the Outlook program. The design is to ensure that the users don't lose existing and future data stored in their Outlook applications.
1.0.6.3   CRM On Demand provides a toolbar for MS Word that allows users to generate mail-merged documents that utilize data from CRM On Demand.
1.1   Ability to allow vendor partners (i.e., insurance carriers) access to certain functionality within the case management system. The Partner Relationship Management (PRM) module will be used to meet this functionality.
1.2   *Requirements Analysis*

Exhibit B-1 provides the details of Contractor's approach on the various requirements. Following table shows statistics about Contractor's ability to meet the functional requirements.

Priority	Fully Met	Partially Met	Not Provided
Critical	47	2	0
Desired	34	4	0

Following table shows statistics about the technical requirements

Priority	Fully Met	Partially Met	Not Provided
Critical	2	0	1
Desired	4	0	0

1.2.1   Following technical requirements can be met by Oracle On Demand but have not been estimated
    1.2.1.1   Requirement Number 9: Self Service requirements
    1.2.1.2   Requirement Number T2: Ability to integrate with Microsoft SharePoint
    1.2.1.3   Requirement Number T1: Advanced functionality such as account and contact synchronization
1.2.2   Following is the analysis of the critical requirement that is not met
    1.2.2.1   Ability to integrate with Microsoft SQL server:

Data within Oracle CRM on Demand resides on world class, grid enabled Oracle database server. However, access to this data is available via open formats such as WebServices (SOAP/XML) or CSV files. This enables Maricopa County to extract data from CRM on Demand and load in to any database server of their choice for the future. Therefore this requirement is met via the workarounds mentioned

1.3   Timeline

The following timeline chart shows the proposed phases of the project. This is subject to revision and update pending final contract approval.

Weeks	1	2	3	4	5	6	7
Week Ending	12/6/2009	12/13/2009	12/20/2009	12/27/2009	1/3/2010	1/10/2010	1/17/2010
	Requirements						
			Design				
				Development			
						UAT	
							Training

Contractor Resources								
Role	1	2	3	4	5	6	7	
PM/BA/OD Config	24	24	24	24	24	24	24	168
OD Config	0	0	0	20	20	20	20	80
Integration Developer			40	40	40	40	40	200
Total	24	24	24	44	44	44	44	**448**

2.0   *Implementation Approach*

The Contractor's CRM implementation approach shall consist of the following phases.

2.0.1   **Requirements/Design Phase**

The Contractor shall work with key members of Maricopa IT and Business community to understand processes, requirements and configuration of CRM On Demand application to determine the level of alignment to CRM On Demand Best Practice standards. During the implementation approach, the Contractor shall determine the level of deviation from best practice standards and shall identify and resolve any gaps in meeting Maricopa County's needs.

2.0.1.1   **Major Tasks:**
    2.0.1.1.1   Gather and Document Configuration requirements
    2.0.1.1.2   Obtain Sign-off on Requirements
    2.0.1.1.3   Assess Custom Report Requirements
    2.0.1.1.4   Assess Business Processes
    2.0.1.1.5   Establish CRM On Demand Environment
    2.0.1.1.6   Design modifications to Oracle CRM On Demand
    2.0.1.1.7   Develop communication plan
    2.0.1.1.8   Initiate roll-out plan
2.0.1.2   **Deliverables:**
    2.0.1.2.1   Defined Project Plan with Contractor and Maricopa resources (people/ machines/ environments) identified
    2.0.1.2.2   Functional requirements matrix, integration, data migration and reporting requirements shall be accepted by Maricopa County.
    2.0.1.2.3   CRM On Demand Configuration Workbook
    2.0.1.2.4   User Role Workbook
    2.0.1.2.5   Data Mapping design
    2.0.1.2.6   Training Plan
    2.0.1.2.7   Quality analysis scenarios

2.0.1.3   **Development & System Test Phase**

Once the solution has been defined, the development stage shall be initiated. During this stage the Contractor shall complete necessary development work to configure CRM On Demand and middleware applications to meet business processes and requirements.

2.0.1.4   **Major Tasks:**
    2.0.1.4.1   CRM On Demand Configuration: Creation of Custom Fields, Page Layouts, Roles, Users (if needed)
    2.0.1.4.2   Data Migration
    2.0.1.4.3   Execution of test scripts
2.0.1.5   **Deliverables:**
    2.0.1.5.1   Configured CRM On Demand application
    2.0.1.5.2   Updated Configuration Workbooks & Design Documents
    2.0.1.5.3   System Test Scripts and Test Results
    2.0.1.5.4   Resolution of identified defects
2.0.1.6   **User Acceptance Testing Phase**

Following the system being tested by the Quality Analysis team, the UAT stage shall be initiated. During this stage the Contractor shall make the system available to select groups of business users to test the functionality of the CRM On Demand system.

2.0.1.7 **Major Tasks:**
    2.0.1.7.1   Facilitate UAT Execution
2.0.1.8 **Deliverables:**
    2.0.1.8.1   UAT Support and guidance
    2.0.1.8.2   Bug fixes

2.0.2 **Train & Deploy Phase**

After the system has been accepted by the UAT users, the integration and customization code base shall be promoted to Production environment.

2.02.1 **Major Tasks:**
    2.02.1.1   Clean up of test data
    2.02.1.2   User setup and activation
    2.02.1.3   Train the Trainer
    2.02.1.4   Code migration and Cut-Over Planning
2.02.2 **Deliverables:**
    2.02.2.1   Train the Trainer & Knowledge Transfer Sessions
    2.02.2.2   Final Cutover plan
    2.02.2.3   Production deployed application

3.0 *Training*

3.0.1 **Standard Oracle CRM OD Training:**

Multiple training courses and guides are incorporated within Siebel CRM On Demand product and shall be available at no extra charge with every subscription:

3.0.2 **Contractor Provided Training**

The Contractor's Custom Training offerings for Siebel CRM On Demand shall provide users and managers with tailored services that align with the County's unique goals, terminology, and business processes. Contractor will provide train the trainer training and the County is responsible for end user training.

3.0.3 **Types of Training**
    3.0.3.1   End User Training based on Roles - By Function (Call Center Rep vs. Call Center Manager vs. Call Center Administrator)
    3.0.3.2   Administrator Training
3.0.4 **Key Features of Contractor's training methodology:**
    3.0.4.1   Actual day in a life scenarios chosen for training
    3.0.4.2   Using end user's actual data in final training sessions. Staging environment is typically used for training and setup for each user with logins before sessions
    3.0.4.3   Project Business Analyst is part of the training sessions.

4.0 *Customer Service Support*

Contractor shall provide service support per the Service Level Agreement (SLA) in section 9.0 based on the pricing in Exhibit A. Contractor shall be the designated contact for all service requests and application issues during the term of the SLA. Any service requests outside the term of the SLA are based on the pricing in Exhibit A.

5.0   *Professional Services*

Contractor shall provide additional services as needed and approved by the county prior to any work performed per the pricing in Exhibit A.

6.0   *Hosting Requirements*

The CRM On Demand shall be hosted by Oracle On Demand Hosting in a Tier 4 Data Center and be SAS 70 certified. Therefore, the data center shall achieve a minimum 99% monthly uptime. The application response time shall not be less than the established time limits for other similar users of the application in the data center.

7.0   *Acceptance*

Upon successful completion of the performance period as agreed by the County the system shall be deemed accepted. All documentation shall be completed prior to final acceptance.

8.0   *Data Conversion*

Total volume of data imported shall not exceed 100,000 records across all record types (including all information related to an employee) for initial data loads. If additional data needs to be imported, Contractor team will provide requisite knowledge transfer to enable the County to perform the data imports into CRM On Demand. If additional data records are required to be imported, Contractor can perform these services at additional cost or train County to perform the import. The initial data conversion will include the following record types:

Employees (Contacts)
Cases (Service Requests)
Activities (Tasks)
Users

9.0   *Service Level Agreement (SLA)*

Summary
- Contractor provides support from 8AM to 5 PM Arizona time Monday to Friday excluding County holidays. Extended coverage is available upon request and extra charge.
- Contractor provides a toll free customer care line and online access for customers to create/view/edit/close service requests.
- Support packages available for limited/unlimited support hours per month for 3/6/9/12 month contracts.

Priority Level Definitions and Service Level Agreements

1. Priority Level 1 ("P1"): This priority level is reserved for issues where the entire application is not usable. In other words, an error that prevents or would prevent utilization of the application in production environment will be a P1 issue. Contractor is the primary contact for application and hosting issues during the term of the service support.

2. Priority Level 2 ("P2"): This priority level is reserved for issues where major functionality isn't working. In other words, an error which prevents users from performing critical function even if the application is up and running would be a P2 issue. Such issues should have no workaround available.

3.   Priority Level 3 ("P3"): This priority level is reserved for issues where minor functionality isn't working. In other words, an error which does not prevent users from performing critical function would be a P3 issue. Typically workarounds are available for such issues.

Service Level agreement for the various priority levels is given below.

Priority Level	Response Time	Planned Resolution
1- High	1 business hour	Within 1 business day
2 - Medium	2 business hours	Within 2 business days
3 - Low	4 business hours	Within 3 business days

EXHIBIT B-1

09105-ITN EXHIBIT B-1 RESPONSE MATRIX	Functional Priority (Critical, Desired, Not Required)	Requirement Provided?	**Vendor Response Options** Delivered Functionality Delivered with Configuration Customization/ Vendor Support Required Not Provided	Description of Capability (if necessary)
1.0 **Call/Case Logging**				
1.1 Search for callers by Employee ID, SSN (or other unique identifier) or Name (Last, First)	Critical	Full	Delivered with Configuration	CRM On Demand provides the ability to search by out of the box fields, custom fields and advanced search that allows searching for information across different types of records. All of this capability is available out of the box. "Delivered with Configuration" response reflects the need for configuring the application to store Maricopa county specific fields, which will then become automatically searchable.
1.2 Search data entered against all records in database (current employees, former employees, COBRA, retirees, spouses, dependents, etc.)	Critical	Full	Delivered with Configuration	See 1.1.

1.3	Display list of search results including Employee Type (current employees, former employees, COBRA, retirees, spouses, dependents, etc.)				All Search results in CRM On Demand are sortable and allow the ability to include or exclude columns in the results. In addition, CRM On Demand provides out of the box capability to define user specific or role specific "lists" which allow users to access commonly accessed data and view columns that are most relevant to those searches. This level of flexible configuration is available through a browser based UI that can be administered by non IT resources in
		Critical	Full	Delivered with Configuration	real-time.
1.4	Ability to sort search list by columns and select appropriate employee from search list				The ability to select a record from the search results and view details is available out of the box. CRM On Demand contains out of the box objects such as Contacts that may be configured and relabelled to store employee information. This level of flexible configuration is available through a browser based UI that can be administered by non IT resources in
		Critical	Full	Delivered with Configuration	real-time.
1.5	Automatically assign a system generated unique case number for each new case created				Available out of the box with the Service Request Object. This automatically generates a Service Request Number for each new record. The Service Request object can be renamed as "Case" and all associated fields on the object also renamed to meet Maricopa requirements. This level of flexible configuration is available through a browser based UI that can be administered by non IT resources in
		Critical	Full	Delivered Functionality	real-time.

1.6	Create a new case that is auto-populated with employee information such as Name, SSN # and other required demographic data from Search List				If a Case is created from the Employee Detail record, it is automatically associated with the Employee in the system. Based on this requirement, our team envisions your business flow as: 1) Search for Employees in the system 2) System presents a set of results that match search criteria 3) User navigates to the detail record that display additional employee information (including very useful information such as previous cases, status of those cases, previous activities) and verifies the customer record 4) Using the New Case button, create a new case that automatically associates this case with the employee and assigns a unique case number to the record. The user can fill additional information and save the record.
		Critical	Full	Delivered Functionality	
1.7	Classify cases using multiple category types and subtypes (minimum 3 customizable fields required)				CRM on Demand provides the ability to create new fields on objects and choose appropriate data types for the newly created fields. This allows users additional flexibility to categorize information that is collected in to a format that is readily reportable. In this scenario, you would use a field type called "Picklist" which restricts users to select from a specified set of values. In additional, CRM On Demand supports a large set of flexible validation rules, the ability to configure views that can display fields for certain user types and hide them from others or make certain fields required for specific user types versus optional for others. All of this flexibility is achieved with a browser based administration tool that can be operated by non IT users
		Critical	Full	Delivered with Configuration	
1.8	Define category values for cases based on subject area, type, etc.	Critical	Full	Delivered with Configuration	See 1.7

1.9	Auto-populate categories based on parent category and change categories once auto-populated	Desired	Full	Delivered with Configuration	This feature can be supported with out of the box functionality called "Cascading Picklists". Cascading picklists restrict the values available in child picklist fields based on the values chosen in the Parent picklist field. Once again, all of this administration is performed via a browser and does not need an IT resource.
1.10	Lookup capability to search for Case Subject list	Critical	Full	Delivered Functionality	
1.11	Display list of search results and select appropriate search results	Critical	Full	Delivered Functionality	
1.12	Add/change/update Subject entered	Critical	Full	Delivered Functionality	
1.13	Auto-populate suggested Next Steps based on Subject (If selected from pre-defined list)	Desired	Partial	Delivered with Configuration	Further discussion required on the types of next steps and types of subjects used currently.
1.14	Record free-form call notes and case priority level to track urgency for a case	Critical	Full	Delivered Functionality	
1.15	Enter multiple tasks/activities to a single case and assign tasks/activities to teams/other agents/Supervisors	Critical	Full	Delivered Functionality	Tasks can be assigned to any user of the CRM system
1.16	Lookup Teams/Other agents/Supervisors based on Lookup requirements and selection identified earlier	Critical	Full	Delivered with Configuration	The ability to assign a record to any user of the CRM system is out of the box. The ability to assign to other teams is possible via configuration
1.17	Assigned Teams/Other agents/Supervisors: Enter/Update Comments, feedback, next steps, re-assign tasks/activities or enter resolution	Critical	Full	Delivered with Configuration	
1.18	Attach files (i.e., Word, PDF, tif, etc.) to a case	Critical	Full	Delivered Functionality	tif files are essential as they are used by Maricopa County's current imaging system (Image Now)
1.19	Automatically track the date, time and user of all transactions (audit trail)	Critical	Full	Delivered Functionality	

1.20	Keep a case open until all sub tasks/activities are closed	Critical	Full	Customization/ Vendor Support Required	Support for this feature will require customization from a vendor like Contractor.
1.21	Enter resolution details for the case and auto-populate other resolution details	Critical	Full	Delivered with Configuration	CRM On Demand supports configurable processes called workflows. Based on the value selected for closure, other details can be automatically populated by a workflow in the system. Workflows are configured via the browser based administration interface.
1.22	Track resolution code for "one and done" calls for reporting purposes	Critical	Full	Delivered with Configuration	This would require tracking of a specific resolution code value or a checkbox on the case that indicates first call resolution. All of these are possible through configuration in the administration interface.
1.23	Ability to create a case for an employee who has not yet been entered into the HRIS/Case Management system (i.e., temporary ID for conversion to Employee ID)	Critical	Full	Delivered with Configuration	From a process standpoint, users could create a temporary employee record and assign the case to them. At a later point, when employee information is available via ADP, this temporary record could be updated with more information and converted to a "permanent" record. Other options are also possible and require additional discussions with Maricopa County.

2	Workflow Management				
2.1	Automatic and manual assignment of cases to different owners/users	Critical	Full	Delivered with Configuration	CRM On Demand supports the ability to assign services requests to specific users based on assignment rules. Assignment rules are criteria based on values populated in to Case fields.
2.2	Assign cases to Workforce Management (non EB agents) staff as needed	Desired	Full	Delivered Functionality	Cases can be assigned to any user of the system
2.3	Automatically assign or escalate cases to appropriate parties based on predefined workflow rules and/or manually assigned activities	Critical	Full	Delivered with Configuration	With the new release of CRM On Demand, it is possible to use time based escalation rules that update cases based on SLA criteria. Other business rules based on categorization on the Case can also be configured via Workflow.
2.4	Automatically generate an email notification through Microsoft Outlook for an assigned task/activity that can be sent to multiple people at once	Desired	Full	Delivered with Configuration	Workflow feature in CRM On Demand supports the ability to send emails to individual users or specific email address aliases.
2.5	Automatically update activity log to track that email notification(s) has been sent	Desired	Full	Delivered with Configuration	
2.6	If email notification is not required for certain Teams/Functions/Departments, notify agent of Required Next Steps (agent may need to mail, fax, call in case details for resolution) and do not generate email notification	Desired	Full	Delivered with Configuration	The status of the Case or other fields on the Service request can be updated based on business logic
2.7	Allow for Supervisors to view all cases for users that report to him/her and broadcast alerts and messages to users	Critical	Full	Delivered Functionality	CRM On Demand has a powerful reporting and analytics engine with a host of out of the box reports. These reports may be used to monitor status of cases or other critical information about cases. In addition, by default, all supervisors have access to all data for immediate and indirect subordinates in the system.

2.8	Allow for Supervisors to assign and route cases to users based on number of cases, type of cases, etc.	Critical	Full	Delivered Functionality	Supervisors can use Lists or reports to view data and assign cases appropriately.
2.9	Access list of all assigned cases so that cases can be updated, resolved and recorded	Critical	Full	Delivered Functionality	
2.10	Auto-generate a list of predefined activities associated to a particular case type when that type value is selected	Desired	Full	Delivered with Configuration	This is achievable with CRM On Demand workflows
2.11	Generate reminders and alerts for due or past due activities (At User/Supervisor/Team Lead and Agent Levels)	Critical	Full	Delivered Functionality	The system provides visual reminders upon login for overdue tasks. For tasks owned by subordinates, visibility can be achieved using reporting
2.12	Provide email updates or other type of action alerts to agents or non-agents involved in case notifying of new information, data required, outstanding issues etc.	Desired	Full	Delivered with Configuration	Achievable via workflow
3	**Employee Information & Case History**				
3.1	Allow users to easily view all employee demographic information (information imported from HR Systems) in employee records	Critical	Full	Delivered with Configuration	
3.2	Allow users to view individual case history for an employee and any associated tasks	Critical	Full	Delivered Functionality	With the 360 degree view provided out of the box, accessing an employees detail record will provide access to all tasks associated with that employee and all cases associated with that employee. Similarly, accessing a Case record detail view will allow insight in to all of the notes, activities and tasks associated with that case.
3.3	Ability to associate cases to previously created cases for an employee	Critical	Partial	Customization/ Vendor Support Required	The ability to associate a case with another case is not available. Contractor may be able to assist with other configuration options to achieve this functionality based on business need.
3.4	Ability to view all case activities/tasks associated to an	Critical	Full	Delivered Functionality	

	employee				
3.5	Ability to access at least 5 years of historical records through user interface	Critical	Full	Delivered Functionality	CRM On Demand provides full access to all data stored in the system for export at any time. Using this export functionality, customers can extract the data and archive data at their location if required. Exported data always remains in the CRM system unless deleted by a company administrator, therefore allowing access to as much historical data as needed.
4	**Case Content Management**				
4.1	Software should allow certain groups of users the ability to create, modify and publish keywords and categories of content.	Desired	Full	Delivered Functionality	
4.1	Enter Content (no limit on text)	Desired	Partial	Delivered Functionality	Entries can hold up to 16K characters in the description field for cases and activities
4.2	Assign Content to categories	Desired	Full	Delivered Functionality	
4.3	Enter keywords for Content	Desired	Full	Delivered Functionality	
4.4	System generated approval notification of Content and routing of content to appropriate approver(s) as defined by the system hierarchy	Desired	Full	Delivered with Configuration	
4.5	View/ Change/ Update Content and route to appropriate next approver as defined by the system hierarchy	Desired	Partial	Delivered with Configuration	Understanding of the approval process is required before commenting on the ability to support in full.
4.6	Reject Content created, enter comments and send back to author for reprocessing	Desired	Full	Delivered with Configuration	
4.7	Notify appropriate parties (as defined during setup) once new Content receives final approval	Desired	Full	Delivered with Configuration	
4.8	Allow intuitive and quick access to a Knowledge Base of content. Service Center users should be able to access the Knowledge Base directly from the Case Management System.	Desired	Full	Delivered Functionality	

4.9	Enter Subject Line (min 150 char)	Desired	Full	Delivered Functionality	
4.10	Assign Subject Line to categories	Desired	Full	Delivered with Configuration	A new field called Category can be made available and users can manually select this field
4.11	Enter keywords for Subject Line	Desired	Full	Delivered Functionality	Can be achieved with a custom field to store keywords
4.12	Enter pre-defined Next Steps based on the Subject line entered by Service Center agent	Desired	Full	Delivered with Configuration	
4.13	Enter Case Resolution details	Desired	Full	Delivered with Configuration	
4.14	Assign Case Resolution to categories	Desired	Full	Delivered with Configuration	
4.15	Enter keywords for Case Resolution	Desired	Full	Delivered with Configuration	
4.16	Process Approvals as defined above	Desired	Full		
4.17	Allow users to quickly search content/subject line/Next Steps/Resolution based on keywords, categories, etc.	Desired	Partial	Delivered Functionality	
4.18	Provide pre-scripted responses to commonly asked questions	Desired	Full	Delivered Functionality	Using the solutions database in CRM provides the ability to store FAQs and commonly asked questions
4.19	Authoring of content and Frequently Asked Questions. This should include the ability for end users to propose new content within the tool through workflow.	Desired	Full	Delivered Functionality	Using the solutions database in CRM provides the ability to store FAQs and commonly asked questions
4.20	Create templates to be used for outbound correspondence	Desired	Full	Delivered Functionality	Using microsoft word and CRM On Demand Mail Merge utility, it is possible to define templates for outbound emails or mail. Contractor has developed customizations that allow users to pick a predefined canned response, modify it and send the response from within CRM On Demand. The latter option requires additional hardware from the customer, while the former is available out of the box.

4.21	Extract content for distribution to employees	Desired	Full	Delivered Functionality	
4.22	E-mail content to employees and other individuals, including attachments and links to websites	Desired	Full	Delivered Functionality	Using the CRM on Demand Outlook/Lotus integration, agents can send email to anyone and log the email content in to CRM On Demand.
4.23	Ability to create and maintain case types/categories defined by users	Desired	Full	Delivered Functionality	Available to Administrative users.
5	**Fulfillment**				
5.1	Process outbound delivery of information (hardcopy or electronic) to an employee	Desired	Full	Delivered Functionality	While the exact needs are important in answering the question, CRM On Demand provides the ability to perform Mail Merge of CRM Data with MS-Word and also allows mass emailing using an additional module called Email Marketing On Demand. Using the out of the box MS Outlook integration, users can send emails and log content of the emails back in to CRM on Demand.
5.2	Integrate with e-mail programs to facilitate ability to send "broadcast" e-mails to defined customer groups	Desired	Full	Delivered Functionality	See 5.1 for options.
6	**Reporting**				
6.1	Reporting on case level metrics. For example: - Case status by type - Cases assigned by owner - Cases by priority - Counts of cases by categories, status, etc.	Critical	Full	Delivered with Configuration	
6.2	Define and generate management reports and statistics. For example: - Case aging summary - Cases by team members (i.e., for service center representatives reporting to a supervisor) - Cases by types/categories defined by users - Average amount of time to resolve a case - Average number of cases opened per month	Critical	Full	Delivered with Configuration	

		- Amount of "first call closures" (cases that are closed during one call to the EB Service Center)				
6.3	Perform ad hoc custom reporting using all available fields	Critical	Full	Delivered Functionality	
6.4	Export reports/data to MS Office (excel) and other business applications	Critical	Full	Delivered Functionality	
6.5	Generate a detailed report for a single case	Critical	Full	Delivered with Configuration	
6.6	Generate graphical representations of case analytics within the system as a "user dashboard". (i.e., pie charts, bar graphs, etc.) Dashboard should be specific to role (e.g., end user, supervisor, manager)	Desired	Full	Delivered Functionality	
7	**Security**				
7.1	Establish access to data and functionality based on user roles	Critical	Full	Delivered Functionality	CRM On Demand has a fine grained permissions system based on user roles that can control access to record types and data. Further, CRM on Demand possesses the ability to use advanced features called Book of Business that can perform additional fine grained control over data visibility
7.2	Set-up customized user groups	Critical	Full	Delivered Functionality	
7.3	Assign individual users to a predefined user group(s)	Critical	Full	Delivered Functionality	
7.4	Restrict visibility and edit rights to data or specified areas of the system based on user groups	Critical	Full	Delivered Functionality	
7.5	Allow for certain data elements to be read-only	Critical	Full	Delivered Functionality	
7.6	Restrict access to specified areas of the system based on user groups	Critical	Full	Delivered Functionality	
7.7	Ability to allow vendor partners (i.e., insurance carriers) access to certain functionality within the case management system	Desired	Full	Delivered with Configuration	Partners will need to be users of the system. Using CRM On Demands security module, it is possible to limit the amount of access partners have to the system.

8	**User Interface**				
8.1	Personalize the application to user's preferences	Desired	Full	Delivered Functionality	
8.2	Intuitive and quick navigation from one screen to another	Critical	Full	Delivered Functionality	
8.3	Search for records on any view by querying fields	Critical	Full	Delivered Functionality	
8.4	Auto-populate a screen with relevant information from the previous screen	Critical	Partial	Delivered Functionality	Requires further discussion on types of data that require population. See earlier example in 1.6 for a scenario where autopopulation occurs. Other use cases may be supported via workflow capabilities in CRM On Demand.
8.5	Access system help functions	Desired	Full	Delivered Functionality	
9	**Self-Service**				
9.1	Allow employees to create their own service requests	Desired	Full	Customization/ Vendor Support Required	Use of Contractor's Self Service Portal can enable Employee Self Service. Contractor Self Service portal is fully integrated with CRM On Demand and provides the ability for employees to create, update and manage their Cases via a Web 2.0 application using only a browser. Agents work on the same cases within the CRM Application and data is available in real-time to employees and users.
9.2	Allow employees to track the status or progress of their service requests	Desired	Full	Customization/ Vendor Support Required	
9.3	Look up answers to commonly asked questions	Desired	Full	Customization/ Vendor Support Required	Contractor's self service portal integrates with CRM On Demands knowledge base application and provides Employees with access to solutions and FAQs instantaneously, minimizing the number of Cases that need to be created.
9.4	Access some predefined Knowledge Base articles and forms	Desired	Full	Customization/ Vendor Support Required	Available with Self Service Portal
10	**Integration**				

10.1	Ability to integrate with ADP Enterprise v5 in order to create employee records within the Case Management System	Critical	Full	Customization/ Vendor Support Required	CRM On Demand provides full integration capabilities via web services. These web services are secure SOAP based services accessed via HTTPS and protected by a username/password authentication mechanism. This allows external applications to integrate with CRM On Demand
10.2	Client ownership of all data input to the case management system and ability to extract as needed	Critical	Full	Delivered Functionality	
10.3	Integrate with Procedure Documentation Tool as necessary	Critical	Full	Customization/ Vendor Support Required	CRM On Demand provides the ability to link with external content by embedding links within the application on screens such as Cases or Employees, as well as access to external applications via additional tabs in CRM On demand. It is also possible to pass data from CRM On Demand to these application via the URL to enable the external application to access CRM Data and validate users against CRM.

Case Management (Technical Requirements)					
T1	Ability to integrate with Microsoft Outlook	Critical	Full	Delivered Functionality	Available out of the box with MS Outlook integration
T2	Ability to integrate with Microsoft SharePoint	Critical	Full	Delivered Functionality	It is possible to embed links to Sharepoint or sharepoint content within CRM On Demand. Additional integration capabilities exist, but may require customization and/or configuration.

| T3 | Ability to integrate with Microsoft SQL server | Critical | Not Provided | | Data within Oracle CRM on Demand resides on world class, grid enabled Oracle database server. However, access to this data is available via open formats such as WebServices (SOAP/XML) or CSV files. This enables Maricopa county to extract data from CRM on Demand and load in to any database server of their choice for the future. |

EXHIBIT C

MATERIALS MANAGEMENT CONTRACTOR TRAVEL AND PER DIEM POLICY

1.   All contract-related travel shall be prior-approved by County.

2.   Travel, lodging and per diem expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates:

   http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

3.   Commercial air travel shall be scheduled at the lowest available and/or most direct flight airfare rate at the time of any approved contract-related travel. A fare other than the lowest rate may be used only when seats are not available at the lowest fare or air travel at a higher rate will result in an overall cost savings to the County. Business class airfare is allowed only when there is no lower fare available to meet County needs.

4.   Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler.

   4.1   Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverages.

   4.2   Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain written approval from County prior to rental of a larger vehicle.)

   4.3   County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business.

   4.4   County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.

5.   Contractor is responsible for any other miscellaneous personal expenses, as they are included in contractor's lodging and per diem expenses.

6.   The County will reimburse any allowable and allocable business expense, excluding health club fees and business class air fares, except as indicated in paragraph 3, above.

7.   Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts.

ORACLE

AMENDMENT ONE

ORACLE CONTRACT INFORMATION

This Amendment One amends the Oracle CRM On Demand User Agreement V061509, dated *December 15*, 2009 and all amendments and addenda thereto (the "Agreement") between you and Oracle USA, Inc. ("Oracle").

The parties agree to amend the Agreement as follows:

1. **Section 4. Billing and Payment**
   (a) At the end of Section 4 (Billing and Payment) add the following:

   "Notwithstanding the foregoing, all payment for products and services under the Agreement shall be paid by the Partner directly to Oracle. You shall have no legal responsibility or obligation to pay Oracle directly for the products and services under this Agreement."

2. **Section 21. General Provisions**
   (a) In the first sentence of Section 21 (General Provisions), replace the reference to "California" with "Arizona".

   (b) In the second sentence of Section 21 (General Provisions), replace the reference to "Santa Clara, San Mateo or San Francisco counties, California, and the federal courts of the Northern District of California" with "Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona."

By signing below, you represent that you have the authority to bind the company to whom this Amendment One is addressed below to the terms of this Amendment One and the Agreement.

The effective date of this Amendment One is *December 15*, 2009.

Maricopa County	Oracle USA, Inc.
Authorized Signature: _____	Authorized Signature: _____
Name: Wesley L. Baysinger	Name: Amy Lewis Pittman
Title: Chief Procurement Officer	Title: Sr. Contract Specialist
Signature Date: 12/14/09	Signature Date: December 15, 2009

ORACLE

ORACLE CRM ON DEMAND USER AGREEMENT

This ORACLE CRM ON DEMAND USER AGREEMENT (this "User Agreement") is between ("Oracle"), and the individual or entity that has executed this User Agreement with Oracle ("you"). The terms of this User Agreement shall apply to use of the subscription services identified as the On Demand Service (the "On Demand Service") in the ordering document that accompanies and incorporates this User Agreement (the "Ordering Document") as well as all other services provided by Oracle that are set forth in such Ordering Document (including, any exhibits and/or statements of work thereunder) ("Services"). This User Agreement and the Ordering Document shall collectively be referred to herein as the "Agreement". The terms of the Agreement shall control over any different or additional terms of any purchase order or other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the On Demand Service, Services and/or On Demand Materials. The terms of the Ordering Document between you and Oracle shall control over any conflicting terms in this User Agreement.

If you are obtaining or have obtained the On Demand Service or Services from a third party authorized by Oracle ("Partner"), then: (a) the terms of this User Agreement shall apply to the On Demand Service and all other Services that are being obtained or were obtained by you from Partner; (b) this User Agreement is between Oracle and you, however, the terms of the agreement by which you order from Partner the On Demand Service and any related products or Services (which shall be referred to herein as the "Partner Order") is between you and the Partner who has executed the Partner Order with you; (c) for purposes of interpreting this User Agreement, the Partner Order shall be deemed to be the "Ordering Document", and collectively with this User Agreement, the "Agreement"; and (d) notwithstanding the last sentence of the preceding paragraph, the Partner Order shall not amend or modify any terms of this User Agreement, and the terms of this User Agreement shall control over any conflicting terms in the Partner Order.

1. Licenses from Oracle. Oracle grants to you, during the Subscription Term (as defined in Section 5) of the applicable Ordering Document, the nontransferable, nonexclusive, worldwide right to permit those individuals authorized by you or on your behalf, and who are your employees, agents or contractors ("Users"), to use the On Demand Service and any materials developed by, or on behalf of, Oracle and delivered to you in the course of performing Services (the "On Demand Materials") solely in connection with the On Demand Service, all solely for your own internal business operations and subject to the terms of the Agreement, including the online documentation for the On Demand Service. The On Demand Service consists of system administration, system management, and system monitoring activities that Oracle provides for the certain CRM software programs provided as part of the On Demand Service as identified in the Ordering Document. The rights granted to you in the Agreement are subject to all of the following agreements and restrictions: (i) the maximum number of Users that you authorize to access the On Demand Service shall not exceed the number of User licenses (also referred to as "subscriptions") you have purchased, as evidenced in the Ordering Document; (ii) User licenses cannot be shared or used by more than one individual User (unless it is reassigned in its entirety to another authorized User, in which case the prior authorized User shall no longer have any right to access or use such license); (iii) you shall not permit timesharing or service bureau use, or license, sell, rent, lease, transfer, assign, distribute, display, outsource, disclose, or otherwise commercially exploit or make the On Demand Service or the On Demand Materials available, to any third party other than, as permitted under the terms of the Agreement, an authorized User; (iv) you shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the On Demand

Service or On Demand Materials or access or use the On Demand Service or On Demand Materials in order to build or support, and/or assist a third party in building or supporting, products or services competitive to Oracle; (v) except as expressly stated herein, no part of the On Demand Service or On Demand Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; (vi) you shall not disclose any review of the On Demand Service, including but not limited to the results of any performance tests, to any third party without Oracle's prior written approval; (vii) you agree to make every reasonable effort to prevent unauthorized third parties from accessing the On Demand Service; and (viii) you acknowledge and agree that Oracle or its licensors retain all ownership and intellectual property rights (including all derivatives or improvements thereof) in the On Demand Service and the On Demand Materials.

2. Trial Services. You may order Trial Services for the On Demand Service, which you may use for trial, non-production purposes only. You may not use the Trial Services to provide or attend third party training on the content and/or functionality of the On Demand Service. The Trial Period will be thirty (30) days from the Effective Date of the Ordering Document. Upon lapse of the Trial Period, your usage rights shall terminate. If you decide to use any of the On Demand Service after the thirty (30) day Trial Period, you must purchase the On Demand Service from Oracle via a separate Ordering Document. The Trial Services provided for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these services.

3. Your Data. Oracle will treat any data provided by you that resides in your On Demand Service environment ("Your Data") as confidential in accordance with Section 12. You acknowledge and agree that Your Data may be transferred or stored outside of the country or other jurisdiction where you and your Users are located, such as in connection with the provision of Customer Care Services. In addition, you acknowledge and agree that it is your obligation to inform third parties of the use, processing, or transfer of Your Data and to ensure that such third parties have given their consent to such use, processing, and transfer as required by all applicable data protection legislation. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Your Data. Oracle's practices concerning the privacy and security of Your Data in connection with the On Demand Service is set forth in the Oracle Services Privacy Policy, available at http://www.oracle.com/html/privacy_hosted.html, and Oracle's CRM On Demand Security Practices document, available at https://metalink3.oracle.com/od/faces/secure/km/DocumentDisplay.jspx?id=560218.1, respectively. Oracle shall have the right to modify these documents at any time in its sole discretion; however, by any such modification, Oracle will not materially reduce the level of protection afforded Your Data by these policies for the period for which you have paid for the On Demand Service. .

4. Billing and Payment. You agree to pay in advance for all products and services ordered under the Agreement except as set forth in an Ordering Document. All fees due under the Agreement are non-cancelable and the sums paid nonrefundable, except as otherwise specified in Sections 8 and 11 of the Agreement. Oracle's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, even if such amounts are not listed on an Ordering Document. You will reimburse Oracle for reasonable expenses related to providing the Services. You will provide Oracle with valid and updated credit card or approved purchase order information and complete and accurate billing and contact information. If you provide credit card information to Oracle, you authorize Oracle to bill such credit card (a) at the time that you order any products or services, for all products and services set forth in the Ordering Document, and (b) at the time of any renewal, for the amount charged for any renewal Subscription Term(s) as set forth in Section 5. If Oracle, in its discretion, permits you to make payment using a method other than a credit card, Oracle will invoice you at the time of the initial Ordering Document and approximately one month in advance of the start of any renewal or subsequent billing period. All amounts invoiced hereunder are due and payable within 30 days of the date of the invoice.

5. Term and Termination. This User Agreement is valid for the Ordering Document in which this User Agreement is incorporated by reference. The term of the On Demand Service or Services set forth in the Ordering Document hereunder shall commence upon the date of enablement of the On Demand Service (as identified in Oracle's first invoice after execution of such Ordering Document), or as otherwise set forth in such Ordering Document, and shall continue for the period of time set forth in such Ordering Document (the "Subscription Term"). All fees for additional users for the On Demand Service set forth in the initial Ordering Document ("Additional Subscriptions") will be billed in whole month increments, including Additional Subscriptions implemented in the middle of an existing subscription month. Additional Subscriptions shall expire at the end of the Subscription Term set forth in the initial Ordering Document issued by Oracle. Except as otherwise provided in an Ordering Document issued by Oracle, On Demand Service subscriptions may be renewed under Oracle's then-current applicable policies and terms, subject to Oracle's acceptance and your payment of fees for such On Demand Service subscriptions. In the event of any material breach of the Agreement by either party, the non-breaching party shall have the right to terminate the applicable Ordering Document for cause if such breach has not been cured within thirty (30) days of written notice from the non-breaching party specifying the breach in detail. In addition, Oracle may immediately suspend your password, account, and access to or use of the On Demand Service, (i) during such 30 day cure period, if the material breach involves your failure to make payment due to Oracle under the Agreement which you do not cure within the first ten (10) days of such 30 day cure period, or (ii) if you violate any provision within Section 1 or Section 15 of this User Agreement. Any suspension by Oracle of the On Demand Service under the preceding sentence shall not excuse you from your obligation to make payment(s) under the Agreement. Upon any termination of the Ordering Document, your right to access and use the On Demand Service and the Services specified in the Ordering Document (including the On Demand Materials) shall terminate. You must pay within thirty (30) days all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for services received under the Ordering Document plus related taxes and expenses. At your request, within sixty (60) days of termination of the Ordering Document, Oracle will permit you to access the On Demand Service solely to the extent necessary for you to retrieve a file of Your Data then in Oracle's possession. You agree and acknowledge that Oracle has no obligation to retain Your Data and that Your Data may be irretrievably deleted after ninety (90) days following the termination of the Ordering Document or if your account is thirty (30) days or more past due. The following provisions shall survive any termination of this User Agreement: Section 5, 9, 10, 11, 12, 15 and 21.

6. Third Party Web Sites. If you enter into correspondence with, access the website content of, purchase goods or services from, or participate in promotions of advertisers, sponsors or any party other than Oracle, through the On Demand Service and/or through any software program used in conjunction with the On Demand Service, any such activity, and any terms, conditions, warranties or representations associated with such activity, is done solely at your own discretion and risk and is governed solely by the terms between you and the applicable third party. You should refer to the policies

posted by third-party websites regarding privacy and other topics before you access or use such websites. Oracle shall have no liability or obligation for, and does not endorse or accept any responsibility for, the contents or use of third party web sites or any transactions completed with third parties. Oracle may provide such links and/or access to third-party website content only as a convenience, and the inclusion of any link or provision of access does not imply endorsement by Oracle of the linked or otherwise accessible web site, notwithstanding the inclusion on such site of the trademarks of Oracle or subcontractors.

7. Customer Care Services. As part of the On Demand Service, Oracle will provide you with Customer Care Services under Oracle's Customer Care Services Policies in effect at the time such Customer Care Services are provided. You may access the current version of Oracle's Customer Care Services Policies at http://www.crmondemand.com/customercarepolicy. Oracle shall have the right to modify the Customer Care Services Policies at any time in its sole discretion; however, by any such modification, Oracle will not materially reduce the level of Customer Care Services provided to you for the period for which you have paid for such services.

8. Representations, Warranties & Exclusive Remedy. Oracle warrants that (a) the On Demand Service will perform substantially in accordance with its online documentation under normal use, and (b) the Services will be provided in a manner consistent with generally accepted industry standards. You must notify Oracle of any warranty deficiencies within 30 days from performance of the relevant On Demand Service and/or Services in order to receive warranty remedies. For any breach of the express warranties set forth in clauses (a) and (b) above, your exclusive remedy shall be the reperformance or correction of the deficient On Demand Service and/or Services, as applicable, and if Oracle is unable to reperform or correct such deficient On Demand Service and/or Services as warranted, you shall be entitled to end such deficient On Demand Service and/or Services and recover the portion of the fees you paid to Oracle for such deficient On Demand Service and/or Services, and such refund shall be Oracle's entire liability.

9. Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 8 ABOVE, ORACLE HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTIES, AND CONDITIONS WITH REGARD TO THE ON DEMAND SERVICE, THE ON DEMAND MATERIALS, AND THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTIES, AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND QUALITY OF SERVICE. ORACLE MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE RELIABILITY, AVAILABILITY, TIMELINESS, QUALITY, SUITABILITY, ACCURACY OR COMPLETENESS OF THE ON DEMAND SERVICE, THE

ON DEMAND MATERIALS, OR THE SERVICES OR THE RESULTS YOU MAY OBTAIN BY USING THE ON DEMAND SERVICE, THE ON DEMAND MATERIALS, OR THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ORACLE DOES NOT REPRESENT OR WARRANT THAT (A) THE OPERATION OR USE OF THE ON DEMAND SERVICE OR ON DEMAND MATERIALS WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE; OR (B) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL YOU PURCHASE OR OBTAIN THROUGH THE ON DEMAND SERVICE WILL MEET YOUR REQUIREMENTS. YOU ACKNOWLEDGE THAT ORACLE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE ON DEMAND SERVICE AND ON DEMAND MATERIALS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ORACLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY ORACLE, THE ON DEMAND SERVICE, THE SERVICES, AND THE ON DEMAND MATERIALS ARE PROVIDED TO YOU ON AN "AS IS" BASIS.

10. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES FOR LOSS OF DATA, REVENUE, PROFITS (EXCLUDING FEES UNDER THE AGREEMENT), USE OR OTHER ECONOMIC ADVANTAGE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE ON DEMAND SERVICE, REGARDLESS OF CAUSE, WHETHER IN AN ACTION IN CONTRACT OR NEGLIGENCE OR OTHERWISE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID TO ORACLE FOR THE ON DEMAND SERVICE, ON DEMAND MATERIALS, OR SERVICES UNDER THE AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM, AND IF SUCH LIABILITY RESULTS FROM YOUR USE OF A PARTICULAR PORTION OF THE ON DEMAND SERVICE, ON DEMAND MATERIALS, OR SERVICES UNDER THE AGREEMENT, SUCH LIABILITY SHALL BE LIMITED TO THE FEES PAID TO ORACLE FOR THE DEFICIENT PORTION OF THE ON DEMAND SERVICE, ON DEMAND MATERIALS, OR SERVICES GIVING RISE TO THE LIABILITY. THE LIMITATION OF ORACLE'S LIABILITY SET FORTH IN THE PRIOR SENTENCE SHALL NOT APPLY TO THE INDEMNITY OBLIGATIONS

SET FORTH IN THIS USER AGREEMENT. Certain jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the exclusions set forth above may not apply to you.

11. Indemnities. If a third party makes a claim against either you or Oracle ("Recipient" which may refer to you or Oracle depending upon which party received the Material), that any Information, design, specification, instruction, software, data, or material ("Material") furnished by either you or Oracle ("Provider" which may refer to you or Oracle depending on which party provided the Material), and used by the Recipient infringes the third party's intellectual property rights, the Provider, at its sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by a court to the third party claiming infringement or any settlement agreed to by the Provider, if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- gives the Provider sole control of the defense and any settlement negotiations; and
- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If you are the Provider and such return materially affects Oracle's ability to meet its obligations under the relevant Ordering Document, then Oracle may, at its option and upon 30 days prior written notice, terminate the Ordering Document. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon (i) any information, design, specification, instruction, software, data, or material not furnished by the Provider, or (ii) any Material from a third party portal or other external source that is accessible to you within or from the On Demand Service (e.g., a third party Web page accessed via a hyperlink). Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement

caused by your actions against any third party if the Materials as delivered to you and used in accordance with the terms of the Agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of this User Agreement (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of this User Agreement. This section provides the parties' exclusive remedy for any infringement claims or damages.

12. Confidential Information. Each party may have access to information that is confidential to the other party ("Confidential Information"). Confidential Information shall include any Information that is clearly identified in writing at the time of disclosure as confidential. Confidential Information of Oracle shall include the software programs provided as part of the On Demand Service and the On Demand Materials. Confidential Information of yours shall include Your Data. Oracle will protect the confidentiality of Your Data in accordance with Oracle's CRM On Demand Security Practices document available at https://metalink3.oracle.com/od/faces/secure/km/DocumentDisplay.jspx?id=560218.1. A party's Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure or; (iv) is independently developed by the other party without reference to the other party's Confidential Information. The parties agree to hold each other's Confidential Information in confidence for a period of three (3) years from the date of disclosure. You acknowledge and agree that (1) nothing shall prevent either party from disclosing the terms or pricing under the Agreement in any legal proceeding arising from or in connection with the Agreement or disclosing the information to a governmental entity as required by law, and (2) Oracle may disclose your Confidential Information to its agents and contractors to the extent necessary to provide products or services under the Agreement. Further, Oracle may identify you on its Oracle CRM On Demand customer lists and in its marketing and advertising materials, and announce that you are a customer of the On Demand Service, and reproduce your company name, logo, trademark, trade name, service mark, or other commercial designations in connection therewith.

13. Your Responsibilities. You will ensure that any use of the On Demand Service and Services by you and your Users is in accordance with the terms and conditions of the Agreement, and you shall be responsible for any breach by any User of such terms and conditions. In addition, you will obtain any consents required for Oracle and its agents and contractors to perform the On Demand Service and Services under the Agreement. You are responsible for ensuring that your network and systems comply with specifications that Oracle provides. Oracle is not responsible for your network connections or for

conditions or problems arising from or related to your network connections (e.g., bandwidth issues, excessive latency, network outages), or caused by the Internet. Oracle's performance of its obligations under the Agreement is dependent on your timely provision of assistance, cooperation, and complete and accurate information from your officers, agents and employees.

14. Notices. Oracle may give notice applicable to Oracle's general On Demand Service customer base by means of a general notice on the On Demand Service portal and notices specific to you by electronic mail to your e-mail address on record in Oracle's account information or by written communication sent by first class mail or pre-paid post to your address on record in Oracle's account information. If you have a dispute with Oracle or you wish to provide a notice under the Agreement, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: Oracle USA, Inc., 500 Oracle Parkway, Redwood City, California, United States, 94065, Attention: General Counsel, Legal Department.

15. Restrictions on Use. You agree not to use or permit use of the On Demand Service or the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition, except as expressly permitted in an Ordering Document, you may not use monitoring tools, including automated user interfaces and webservice calls to the On Demand Service portal, that directly or indirectly seek to measure the availability of any application or feature within the On Demand Service. In addition to any other rights afforded under the Agreement, Oracle reserves the right to remove or disable access to any material that violates the foregoing restrictions. Oracle shall have no liability to you in the event that Oracle takes such action. You agree to defend and indemnify Oracle against any claim arising out of a violation of your obligations under this section.

16. Verification. At Oracle's written request, but not more frequently than annually, you shall furnish Oracle with a document signed by your authorized representative verifying that the On Demand Service is being used pursuant to the provisions of this User Agreement and the applicable Ordering Document. You agree to provide such information and documents reasonably requested by Oracle with respect to your use of, and payment of fees for, the On Demand Service and Services. If the verification described in this section reveals that you have underpaid fees to Oracle, you shall promptly pay to Oracle such fees at the prices set forth in the applicable Ordering Document. You are responsible for implementing

reasonable means to monitor your compliance with the terms of the Agreement.

17. Export. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the On Demand Service, the Services, the On Demand Materials and any services deliverables. You agree that such export control laws govern your use of the On Demand Service, the Services, the On Demand Materials and any services deliverables (including technical data), and you agree to comply with all export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

18. Force Majeure. Neither party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than thirty (30) days, either party may cancel unperformed services upon written notice. This section does not excuse either party of its obligations to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for the On Demand Service and/or Services.

19. Use of Tools. Oracle may use tools, scripts, software, and utilities (collectively, the "Tools") to review and administer the On Demand Service, and to help resolve your Oracle service requests. The Tools will not collect, report or store any production data residing in your production On Demand Service environment, except as necessary to troubleshoot service requests or other problems in the On Demand Service. Data collected by the Tools (excluding production data) may also be used to assist in managing Oracle's product and service portfolio and for license management.

20. Statistical Information. Oracle may compile statistical and performance information related to the provision of the On Demand Service or the Services, and may make such information publicly available, provided that such information does not incorporate Your Data and/or identify your Confidential Information. Oracle retains all intellectual property rights in such information.

21. General provisions. The Agreement is governed by the substantive and procedural laws of California, and the Uniform Computer Information Transactions Act, the United Nations Convention on the International Sale of Goods, and choice of law rules of any jurisdiction, will not apply to the Agreement. You and Oracle agree to submit

to the exclusive jurisdiction of, and venue in, the courts in San Francisco, San Mateo, or Santa Clara counties in California in any dispute arising out of or relating to the Agreement. You agree that this User Agreement and the information which is incorporated into this User Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the Ordering Document, represents the complete agreement and the parties' entire understanding relating to the On Demand Service, the Services and the On Demand Materials, and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such services and materials. The exchange of a fully executed Ordering Document by fax shall be sufficient to bind the parties to the terms and conditions of this User Agreement and Ordering Document. The terms and conditions of the Agreement may be amended only by written agreement of the parties. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Oracle and you as a result of the Agreement or use of the On Demand Service or Services. You may not assign the Agreement without the prior written approval of Oracle. Any purported assignment in violation of this section shall be void. Oracle reserves the right to provide some or all of the On Demand Service, On Demand Materials, or Services from locations, and/or through use of agents or contractors, worldwide. The failure of either party to enforce any right or provision in the Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to the Agreement may be brought by either party more than two years after the cause of action has accrued. Any rights not expressly granted herein are reserved by Oracle. The individuals signing below each represent that they have the authority under applicable law to enter into the Agreement, and both parties intend for the terms of the Agreement to be fully enforceable.

The Effective Date of the Agreement shall be _____ (to be completed by Oracle).

Executed by: _Maricopa County_

Signature: _____

Name: _Wesley L. Baysinger_

Title: _Chief Procurement Officer_

Date: _12/14/09_

Address: _____

_____

_____

_____

Executed by: **ORACLE USA, INC.**

Signature: _Amy Pittman_

Name: _Amy Lewis Pittman_

Title: _Sr. Contract Specialist_

Date: _December 15, 2009_

SERENE CORPORATION, 3211 SCOTT BLVD. SUITE 201, SANTA CLARA, CA 95054

PRICING SHEET: NIGP CODE 9204707

Terms: NET 30

Vendor Number: W000016349 X

Telephone Number: 408/986-8544

Fax Number: 408/884-2231

Contact Person: Niken Patel

E-mail Address: npatel@serenecorp.com

Certificates of Insurance   Required

Contract Period: To cover the period ending **November 30, 2012.**